

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION – CINCINNATI**

THE BIDWELL FAMILY	:	Case No. 1:19-cv-201
CORPORATION, et al.,	:	
	:	Judge Matthew W. McFarland
Plaintiffs,	:	
	:	
v.	:	
	:	
SHAPE CORP., et al.,	:	
	:	
Defendants.	:	

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**ORDER GRANTING DEFENDANTS’ MOTION  
FOR LEAVE TO PERMANENTLY SEAL  
THE DUKE ENERGY ONE CONTRACT (DOC. 47)**

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This matter is before the Court on Defendants’ Motion for Leave to Permanently Seal the Duke Energy One Contract (Doc. 47). Previously, Plaintiffs and Counterclaim Defendants (the “Bidwell Family”) sought leave to file under seal a copy of the Duke Energy One Contract, a contract integral to Shape Corp.’s breach of contract claim. (Doc. 38.) The Court granted this Motion and temporarily filed the contract under seal. (Doc. 40.)

Now Defendants, a party to the contract, seeks to permanently seal the contract “to prevent confidential information from being made public absent the consent of all relevant parties.” (Doc. 47, Motion to Seal, Pg. ID 1461.) Duke Energy One, a party to the contract, is not a party to this litigation, and the contract contains confidential and potentially proprietary information, such as pricing and terms regarding service, and is

also subject to a confidentiality provision. Moreover, the scope of the seal is narrowly tailored to protect only the competitively sensitive information at issue. Furthermore, from the pleadings and other public filings, the public will be able to discern the nature of the parties' dispute and will ultimately be able to understand the reasoning underlying the Court's ruling on the parties' dispositive motions.

Accordingly, for good cause shown, the Court hereby **GRANTS** the Motion for Leave to Permanently Seal the Duke Energy One Contract (Doc. 47) and said document shall remain permanently sealed.

**IT IS SO ORDERED.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO

By:   
JUDGE MATTHEW W. McFARLAND